

INVITATION TO BID

STATE OF LOUISIANA

DIVISION OF ADMINISTRATION
OFFICE OF STATE PURCHASING

BIDS WILL BE PUBLICLY OPENED:

NOV 29, 2005 10:00 AM

PURCHASING AGENCY NO. : 107001

====> VENDOR NO. :
SOLICITATION : 2203970
FILE NO. : M19998Q
OPENING DATE : 11/29/05

====> VENDOR NAME AND ADDRESS

FILL IN VENDOR NUMBER (FEIN), NAME AND ADDRESS ABOVE, BEFORE SUBMITTING BID.**SEE NO. 8 BELOW. RETURN BID TO**2203970 11/29/05 10:00 AM
M19998QOFFICE OF STATE PURCHASING
OFFICE OF STATE PURCHASING
POST OFFICE BOX 94095
BATON ROUGE, LA 70804-9095BUYER : CONNIE SPANN
BUYER PHONE : (225) 342-5258
DATE ISSUED : 11/03/05
REQ. AGENCY : 107314
OFFICE OF STATE BUILDINGS

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AGENCY REQ. NO. :
ISIS REQ. NO. : 1283064
VENDOR PHONE :
FISCAL YEAR : 06
CLASS/SUBCLASS : 91039
SCHEDULED BEGIN DATE : 00/00/00
SCHEDULED END DATE : 00/00/00
T-NUMBER :JANITORIAL SERVICES FOR THE
LOUISIANA SUPREME COURT BLDG.

TO BE COMPLETED BY VENDOR

1. _____ PLEASE REMOVE FROM THIS COMMODITY CODE.
2. _____ DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER.
3. _____ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS.
4. _____ BID BOND ATTACHED, _____ CERTIFIED CHECK ATTACHED, _____ OTHER, IF REQUIRED.
5. _____ BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).

INSTRUCTIONS TO BIDDERS

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.
2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER.
3. THIS BID IS TO BE MANUALLY SIGNED IN INK.
4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.
5. AMOUNT OF BID BOND REQUIRED: _____ N/A
6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. _____ OR _____ 0% OF BID.
7. DESIRED DELIVERY: _____ 010DAYS ARO
8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE.
9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.

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VENDOR PHONE NUMBER:
FAX NUMBER:

TITLE

DATE

SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3.
(MUST BE SIGNED)NAME OF BIDDER
(TYPED OR PRINTED)

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11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.

12. CONFERENCE:
NA
NA
NA

13. BID FORMS.
ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:
A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND;
B. BID FILLED OUT IN PENCIL; AND
C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.

14. STANDARDS OF QUALITY.
ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.

15. DESCRIPTIVE INFORMATION.
BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

16. BID OPENING.
BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

17. AWARDS.
THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.

18. PRICES .
UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

19. DELIVERIES.
BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.

20. TAXES.
VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

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21. NEW PRODUCTS.
 UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

22. CONTRACT RENEWALS.
 UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.

23. CONTRACT CANCELLATION.
 THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.

24. DEFAULT OF CONTRACTOR.
 FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.

25. ORDER OF PRIORITY.
 IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

26. APPLICABLE LAW.
 ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

27. COMPLIANCE WITH CIVIL RIGHTS LAWS.
 BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

28. SPECIAL ACCOMMODATION.
 ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

29. INDEMNITY.
 CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

30. SIGNATURE AUTHORITY.
 IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR
2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR
3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY.

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1 BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:
 OFFICE OF STATE PURCHASING
 P O BOX 94095
 BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING
 CLAIBORNE BUILDING, SUITE 2-160
 1201 NORTH THIRD STREET
 BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

 PUBLICIZING AWARDS. IN ACCORDANCE WITH L.A.C.34:I.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION.

ATTENTION:

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY ON LAPAC OR ON STATE PURCHASING'S AGPS BIDDERS LIST. ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

2 COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS SOLICITATION, THE BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION, WITHOUT REGARD TO RACE,

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COLOR, RELIGION, SEX, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

- 3 CANCELLATION
THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.

- 4 CERTIFICATION OF NO SUSPENSION OR DEBARMENT. BY SIGNING AND SUBMITTING ANY BID FOR \$100,000 OR MORE, THE BIDDER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN OMB CIRCULAR A-133.

A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT WWW.ARNED.GOV/EPLS

- 5 1. THIS CONTRACT SHALL PROVIDE FOR JANITORIAL SERVICES AND MARBLE MAINTENANCE FOR THE STATE SUPREME COURT BUILDING, 400 ROYAL STREET NEW ORLEANS, LOUISIANA IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND SPECIAL CONDITIONS OUTLINED HEREIN.

2. SPECIFICATIONS:
IN ADDITION TO THE CONTRACTOR'S REGULAR WORK CREW, THE STATE SUPREME COURT BUILDING IS REQUIRING SIX (6) ADDITIONAL EMPLOYEES TO BE SUPPLIED BY THE CONTRACTOR.

ONE (1) ON-SITE SUPERVISOR
FIVE (5) WORKERS

SERVICE WILL BEGIN APPROXIMATELY 6:30 A.M. THROUGH 5:00 P.M.

TWO EMPLOYEES FOR THE HOURS OF:
6:30 A.M. TO 3:30 P.M., MONDAY THROUGH FRIDAY

TWO EMPLOYEES FOR THE HOURS OF:
8:30 A.M. TO 5:00 P.M., MONDAY THROUGH FRIDAY

ONE EMPLOYEE FOR THE HOURS OF:
10:00 A.M. TO 4:30 P.M., MONDAY THROUGH FRIDAY

ONE ON-SITE SUPERVISOR FOR THE HOURS OF:
8:00 A.M. TO 5:00 P.M., MONDAY THROUGH FRIDAY

NIGHT SHIFT WILL BE 5:00 P.M. - 11:00 P.M., MONDAY THROUGH FRIDAY. NUMBER OF EMPLOYEES FOR NIGHT SHIFT WILL BE DETERMINED BY CONTRACTOR.

CONTRACTOR MUST FURNISH A PAGER AND AN EMAIL ADDRESS FOR THE ON-SITE SUPERVISOR SO THAT THE OFFICE OF STATE BUILDINGS WHEN REQUIRED MAY HAVE CONTACT AND WHO WILL REPRESENT THE CONTRACTOR IN ALL MATTERS CONCERNING THIS CONTRACT. ON-SITE SUPERVISOR WILL REMAIN THROUGHOUT ENTIRE SUPERVISOR SHIFT.

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THIS EMPLOYEE WILL REPORT TO THE BUILDING MANAGER FOR ANY ADDITIONAL ASSIGNMENTS. DUTIES WILL INCLUDE BUT NOT LIMITED TO:

1. SPOT CLEAN WHEN REQUESTED.
 2. MOPPING UP SPILLS AS NEEDED.
 3. FILLING PAPER TOWEL, TOILET TISSUE AND HAND SOAP DISPENSERS WHEN NEEDED.
 4. KEEPING ENTRANCE TO BUILDING CLEAN.
 5. DUST MOP MARBLE FLOOR IN MAIN ENTRANCE AND CORRIDORS.
 6. ANY OTHER CLEANING AS NEEDED DURING THE NORMAL WORKDAY.
3. FREQUENCY OF SERVICE:
- A. SERVICE WILL BE PERFORMED FIVE (5) DAYS PER WEEK, MONDAY THROUGH FRIDAY, (EXCLUDING STATE HOLIDAYS).
 - B. SERVICE WILL BEGIN APPROXIMATELY 6:30 A.M. AND END AT 5:00 P.M. DAY SHIFT AND 5:00 P.M. THROUGH 11:00 P.M. FOR NIGHT SHIFT. THE SIZE OF THE NIGHT SHIFT IS DETERMINED BY THE CONTRACTOR. THE ONLY EXCEPTIONS MADE WILL BE WHEN IT IS NECESSARY FOR THE FLOORS TO BE WAXED OR CARPET TO BE CLEANED AND MARBLE POLISHING.
 - C. WEEKEND AND AFTER WORK HOURS MUST HAVE A TWO (2) DAY NOTICE AND MUST BE AUTHORIZED BY THE BUILDING MANAGER FOR THE STATE SUPREME COURT BUILDING.
 - D. CONTRACTOR MUST PROVIDE THE BUILDING MANAGER A SCHEDULE OF HOURS, NAME AND NUMBER OF EMPLOYEES THAT WILL BE IN THE BUILDING DAILY.
4. DAILY SERVICES:
- FLOORS:
- A. MARBLE FLOORS IN ENTRANCE LOBBY, HALL AREAS/CORRIDORS AND WAITING ROOMS SHALL BE DUST MOPPED AND MOPPED OR AUTO SCRUB WITH A DAILY SURFACE STONE CLEANER APPROVED FOR MARBLE FLOOR TO KEEP ORIGINAL GLOSS OF STONE. DUST MOPS SHALL BE APPROPRIATELY TREATED AND DAMP MOP SHALL BE ACCOMPLISHED WITH FRESH CLEAN WATER AS REQUIRED TO LEAVE A CLEAN AND NEAT APPEARANCE. MARBLE FLOOR IN THE MAIN LOBBIES, HALL AREAS/CORRIDORS AND WAITING ROOMS SHALL BE MACHINE POLISHED DAILY WITH A APPROVE STONE POLISH (STONE BRITE OR EQUAL).
 - B. MARBLE STAIRWELLS SHOULD ALSO BE KEPT UP. DAILY DUST MOPPING AND MOPPED WITH APPROVE DAILY CLEANER.
 - C. TILE (VCT) FLOOR NEEDS TO BE SWEEPED AND MOPPED DAILY. FLOOR FINISH SHALL BE APPLIED AS NECESSARY TO MAINTAIN A DEEP GLOSS FINISH.
 - D. CARPETED FLOORS IN OFFICES SHALL BE SPOT CLEANED WHERE NEEDED.
 - E. HI-TRAFFIC CARPET AREA SHALL BE VACUUMED.
 - F. BASEBOARDS SHALL BE KEPT FREE OF DUST AND SMEARS. NO DIRT, WAX, OR DEBRIS SHALL BE ALLOWED TO ACCUMULATE AROUND BASEBOARDS. MARBLE BASEBOARDS SHOULD ALSO BE KEPT FREE OF DUST.
- RESTROOMS:
- A. FLOORS SHALL BE SWEEPED, DETERGENT MOPPED AND RINSED WITH CLEAN WATER.
 - B. MIRRORS SHALL BE WIPED CLEAN OF ALL FINGERPRINTS AND SMUDGES.
 - C. FITTINGS AND SUPPLY PIPES SHALL BE WIPED CLEAN.

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D. COMMODES, URINALS, FIXTURES AND HARDWARE SHALL BE CLEANED AND SANITIZED. REMOVE ALL WATERMARKS AND STAINS. (DO NOT USE ABRASIVES OR SCRATCH SURFACES).
 E. WASTE RECEPTACLES SHALL BE EMPTIED, CLEANED, SANITIZED AND RESULTING DEBRIS PLACED IN A DESIGNATED AREA AND LINERS REPLACED.
 F. TOWEL AND TISSUE RECEPTACLES SHALL BE FILLED FROM CONTRACTORS STOCK, AND CHECKED PERIODICALLY DURING THE DAY TO INSURE THAT RECEPTACLES ARE FILLED. SUPPLIES MUST FIT AGENCY'S DISPENSER.
 G. LIQUID SOAP RECEPTACLES SHALL BE CLEANED AND REFILLED FROM CONTRACTORS STOCK AND CHECKED PERIODICALLY DURING THE DAY TO INSURE THAT RECEPTACLES ARE FILLED. SUPPLIES MUST FIT AGENCY'S DISPENSER.
 H. CONTRACTOR MUST SUPPLY DEODORIZERS TO BE USED TO LEAVE REST ROOMS FREE OF ODOR.
 I. WALLS AND PARTITIONS SHALL BE CLEANED AND SANITIZED.
 J. RESTROOMS SHALL BE CLEANED A MINIMUM OF TWICE A DAY.

ELEVATORS:

A. FLOORS SHALL BE VACUUMED OR SWEEPED AND MOPPED.
 B. WALLS SHALL BE DUSTED AND CLEANED.
 C. METAL TRIM AND DOORS SHALL BE CLEANED AND POLISHED.
 D. ELEVATOR DOOR TRACKS SHALL BE CLEANED OF SPILLS, DIRT AND DEBRIS.
 E. LIGHT LENS SHALL BE CLEANED AS NECESSARY.
 F. BASEBOARDS SHALL BE KEPT FREE OF DUST AND SMEARS. NO DIRT, WAX, OR DEBRIS SHALL BE ALLOWED TO ACCUMULATE AROUND BASE-BOARDS.

RECEPTACLES:

A. WASTE RECEPTACLE SHALL BE EMPTIED AND RESULTING DEBRIS PLACED IN DESIGNATED AREA. RECEPTACLES SHALL BE CLEANED WHEN THEY BECOME SOILED. PLASTIC LINERS SHALL BE USED IN ALL WASTE RECEPTACLES.
 B. SAND URNS SHALL BE SIFTED. SOILED SAND SHALL BE EMPTIED AND URN SHALL BE REFILLED AS NEEDED FROM CONTRACTOR'S STOCK.

BREAK ROOMS:

A. COUNTERS, TABLES, AND CHAIRS SHALL BE WIPED CLEANED AND SANITIZED WITH A CLEANER LABELED FOR SURFACE.
 B. ALL MICROWAVES SHALL BE CLEANED AND SANITIZED, INTERIOR AND EXTERIOR (DO NOT USE ABRASIVES ON THESE SURFACES)
 C. REPLENISH PAPER TOWELS AS NEEDED FROM CONTRACTOR'S STOCK.
 D. WASTE RECEPTACLES SHALL BE EMPTIED, CLEANED, SANITIZED AND LINERS REPLACED FROM CONTRACTOR'S STOCK.
 E. CLEAN AND WIPE VENDING MACHINES AND EXTERIOR OF REFRIGERATORS.

MISCELLANEOUS:

A. DRINKING FOUNTAINS SHALL BE CLEANED AND SANITIZED AS NEEDED OR AS REQUESTED BY BUILDING MANAGER.
 B. SWEEP OUTSIDE AREAS SUCH AS LOADING DOCKS OR STEPS AND ENTRANCE AS REQUIRED AND CLEAN/WIPE HANDRAILS.
 C. REMOVE ALL DEBRIS AND WIPE CLEAN ALL OUTSIDE ASHTRAYS/ASH URNS. REPLACE WITH SAND AS NECESSARY (SUPPLIED BY

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- CONTRACTOR). ALL SPILLS REMOVED.
- D. WASTE CONTAINERS IN FOOD SERVICE AREAS SHALL BE EMPTIED DAILY. ALL SPECIFICATIONS IN THIS CONTRACT SHALL APPLY TO ANY FOOD SERVICE AREA IN THE BUILDING.
 - E. JANITORIAL CLOSETS SHALL BE KEPT CLEAN, NEAT AND ORDERLY AT ALL TIMES.
 - F. ENTRANCE DOORS, FRAMES, AND GLASS SHALL BE CLEANED INSIDE AND OUT, INCLUDING THE METAL HEADER ABOVE THE DOOR.

GLASS:

- A. ENTRANCE DOORS, LOBBY GLASS, WINDOW AND ALL OTHER GLASS SHALL BE CLEANED.

5. WEEKLY SERVICES

- A. CARD READERS, ALL SWITCHES, DOOR KNOBS, DOORS, CHAIR RAILS JAMS, ALL WALLS AND WOODWORK SHALL BE CLEANED OF HAND MARKS, SPILLS, DUST AND DIRT. REMOVAL OF MARKS ON WALLS SHALL BE ACCOMPLISHED WITHOUT DAMAGING WALL SURFACE. UNREMOVABLE MARKS AND STAINS SHALL BE REPORTS TO BUILDING MANAGER.
- B. ALL CARPETED FLOORS IN OFFICE SHALL BE VACUUMED, AND ALL OTHER OFFICE FLOORS DAMP MOPPED AT LEAST "TWICE" A WEEK.
- C. DUST ALL PERSONAL COMPUTERS.
- D. KICK PLATES SHALL BE CLEANED AND POLISHED.
- E. CLEAN, WIPE DOWN AND VACUUM ALL CHAIRS.
- F. FILE CABINETS, WINDOWSILLS, AND OTHER WALL LEDGES, AND ACCESSIBLE OFFICE FURNITURE SHALL BE DUSTED WITH DUST CONTROL TREATED CLOTHES.

6. MONTHLY SERVICES:

- A. STAIRWELLS SHALL BE SOAP MOPPED AND RINSED.
- B. STAIR RAILING SHALL BE WIPED CLEANED.
- C. ALL RESTROOM FLOORS SHALL BE SCRUBBED AND CLEANED WITH A BIO-ACTIVATOR OR EQUIVALENT.
- D. MARBLE FLOOR MACHINE POLISHING OF SURFACE STONE USING A PREMIER POLISHING POWDER OR APPROVE PRODUCT FOR STONE.
- E. WOOD TRIM IN ALL CORRIDORS SHALL BE WIPED DOWN AND KEPT DUST FREE.
- F. METAL RAILS IN BALCONY SHALL BE WIPED CLEAN OR POLISH.

7. QUARTERLY SERVICES:

- A. CLEAN ALL FIRE EXTINGUISHER CABINETS INSIDE AND OUT TO KEEP THEM DUST AND SOIL FREE.
- B. MARBLE STEPS MACHINE POLISH OF SURFACE STONE USING A PREMIER POLISHING POWDER OR APPROVE PRODUCT FOR STONE. ALSO NEED TO SEAL STEPS SURFACE WITH STONE GLAMOUR.

8. SEMI-ANNUAL SERVICES:

- A. CLEAN BASEBOARDS OF EXTERIOR DEBRIS AND DUST.
- B. LIGHT FIXTURES TO BE CLEANED OF EXTERIOR DEBRIS AND DUST.
- C. ALL CARPETS SHALL BE DEEP CLEANED WITH A COMMERCIAL EXTRACTOR TO REMOVE ALL SOILS. SUBSEQUENT TO SUCH CLEANING, A SOIL REPELLENT CHEMICAL APPROVED BY THE OFFICE OF STATE BUILDINGS SHALL BE APPLIED. ALL FURNITURE SHALL BE REMOVED BY THE CONTRACTOR PRIOR TO CLEANING AND RETURNED TO ITS ORIGINAL POSITION AFTER SOIL REPELLENT HAS

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- D. ALL CERAMIC TILE AND GROUT FLOORS SHALL BE CLEANED AS PER THE RECOMMENDATION FOR CERAMIC TILE. ALL COMPOSITION, TERRAZZO, AND SLATE FLOORS SHALL BE STRIPPED, CLEANED, AND MACHINE POLISHED, INCLUDING OFFICES. CONTRACTOR SHALL MOVE RUGS AND OFFICE FURNITURE TO ENSURE THAT FLOORS ARE EVENLY TREATED, AND SHALL BE DIRECTLY RESPONSIBLE FOR ANY DAMAGE RESULTING TO RUGS, OFFICE FURNITURE AND WALLS. HEAVY ACCUMULATIONS OF WAX SHALL NOT BE ALLOWED TO BUILD IN CORNERS, UNDER DESKS, OR AROUND EDGES OF FLOORS.
- E. CONTRACTOR WILL SUPPLY WRITTEN PROCEDURES FOR CLEANING PRIOR TO WORK BEING PERFORMED FOR APPROVAL BY BUILDING MANAGER.

9. ANNUAL SERVICES:

- A. ALL WINDOW BLINDS SHALL BE CLEANED WITH APPROPRIATELY TREATED CLOTH. (THIS WORK WILL BE PERFORMED AFTER HOURS OR ON WEEKENDS). WEEKEND AND AFTER WORK HOURS MUST HAVE A TWO (2) DAY NOTICE AND MUST BE AUTHORIZED BY THE BUILDING MANAGER OF THE OFFICE OF STATE BUILDINGS
- B. ALL BUILDING SUPPLY AND RETURN AIR GRILLES ARE TO CLEANED OF EXTERIOR DEBRIS. (THIS WORK WILL BE PERFORMED AFTER HOURS OR ON WEEKENDS). WEEKEND AND AFTER WORK HOURS MUST HAVE A TWO (2) DAY NOTICE AND MUST BE AUTHORIZED BY THE BUILDING MANAGER FOR THE SUPREME COURT BUILDING.
- C. MARBLE BASEBOARDS CLEAN WITH A SURFACE STONE CLEANER TO REMOVE ANY AND ALL DIRT AND DUST.

6

SCOPE OF CONTRACT

SUBMITTAL OF ANY TERMS AND CONDITIONS CONTRARY TO THOSE OF THE STATE OF LOUISIANA MAY CAUSE YOUR BID TO BE REJECTED. BY SIGNING BELOW, TERMS AND CONDITIONS WHICH MAY BE INCLUDED IN YOUR BID ARE NULLIFIED, AND CONTRACTOR AGREES THAT THIS CONTRACT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

BIDDER SIGNATURE

- 7 METHOD OF AWARD: IT IS THE INTENT OF THE STATE OF LOUISIANA TO AWARD THIS CONTRACT ON AN ALL-OR-NONE OR GROUPED BASIS AS DEEMED IN THE BEST INTEREST OF THE STATE. OTHERWISE, ITEMS WILL BE AWARDED SEPARATELY. THE STATE FURTHER RESERVES THE RIGHT TO REJECT INDIVIDUAL ITEMS FROM ANY ALL-OR-NONE OR GROUPED AWARD, TO REJECT ANY OR ALL BIDS, AND TO WAIVE INFORMALITIES.

- 8 COMPENSATION INSURANCE, PUBLIC LIABILITY, AND PROPERTY DAMAGE INSURANCE, AS OUTLINED BELOW, ARE REQUIRED IN THIS BID.

CONTRACTOR'S LIABILITY INSURANCE:

PROOF OF INSURANCE SHOULD BE SUPPLIED WITH THE BID AND WILL BE REQUIRED BEFORE WORK CAN COMMENCE.

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INSURANCE COVERAGE SPECIFIED BELOW SHALL BE FURNISHED WITH THE FOLLOWING MINIMUM LIMITS:

COMPENSATION INSURANCE: THE CONTRACTOR AND SUBCONTRACTORS SHALL TAKE AND MAINTAIN DURING THE LIFE OF THE CONTRACT WORKMAN'S COMPENSATION INSURANCE FOR ALL OF THEIR EMPLOYEES EMPLOYED AT THE SITE OF THE PROJECT. IN CASE ANY CLASS OF EMPLOYEES ENGAGED IN HAZARDOUS WORK UNDER THE WORKMAN'S COMPENSATION STATUE, THE CONTRACTOR AND SUBCONTRACTOR SHALL PROVIDE EMPLOYER'S LIABILITY INSURANCE FOR THE PROTECTION OF THEIR EMPLOYEES NOT OTHERWISE PROTECTED.

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: COMPREHENSIVE PUBLIC GENERAL LIABILITY INSURANCE, INCLUDING BUT NOT LIMITED TO BODILY INJURY, PROPERTY DAMAGE, CONTRACTUAL LIABILITY, PRODUCTS LIABILITY, COMPLETED OPERATIONS AND OWNER'S PROTECTIVE LIABILITY WITH COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE WITH A MINIMUM AGGREGATE OF \$1,000,000.

LICENSED AND NON-LICENSED MOTOR VEHICLES: THE CONTRACTOR SHALL TAKE OUT AND MAINTAIN DURING THE LIFE OF THE CONTRACT, AUTOMOBILE PUBLIC LIABILITY INSURANCE IN AN AMOUNT NOT LESS THAN COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE FOR BODILY INJURY/PROPERTY DAMAGE. IF ANY NON-LICENSED MOTOR VEHICLES ARE ENGAGED IN OPERATIONS WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO PERFORM THEREUNDER, SUCH INSURANCE SHALL COVER THE USE OF ALL SUCH MOTOR VEHICLES ENGAGED IN OPERATING WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO BE PERFORMED THEREUNDER, UNLESS SUCH COVERAGE IS INCLUDED IN THE INSURANCE SPECIFIED.

- 9 VENDOR MUST INSPECT JOB SITE TO VERIFY MEASUREMENTS AND/OR AMOUNT OF SUPPLIES NEEDED PRIOR TO BIDDING. IF VENDOR FINDS CONDITIONS THAT DISAGREE WITH THE PHYSICAL LAY-OUT AS DESCRIBED IN THIS BID, OR OTHER FEATURES OF THE SPECIFICATIONS THAT APPEAR TO BE IN ERROR, SAME SHALL BE NOTED ON PROPOSAL. FAILURE TO DO SO WILL BE INTERPRETED THAT BID IS AS SPECIFIED.

VENDOR MAY CONTACT KERRY MANGIN AT (504) 524-2901 FOR ADDITIONAL INFORMATION.

*** MANDATORY JOBSITE VISIT REQUIRED ***

WHERE: 400 ROYAL STREET, NEW ORLEANS, LA 70112

WHEN: NOVEMBER 16, 2005

TIME: 10:00 A.M.

THIS SIGNED STATEMENT CERTIFIES THAT THE VENDOR NAMED BELOW HAS VISITED THE JOB SITE AND IS FAMILIAR WITH ALL CONDITIONS SURROUNDING FULFILLMENT OF THE SPECIFICATIONS FOR THIS PROJECT.

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<div><div></div><div><div></div><div></div></div><div><div>VENDOR'S COMPANY NAME</div><div>STATE AGENCY'S NAME</div></div><div><div>VENDOR'S SIGNATURE</div><div>AGENCY'S SIGNATURE</div></div></div> <div><div>10</div><div>THE ABOVE QUANTITIES ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY THE STATE OF LOUISIANA TO INCREASE OR DECREASE THE AMOUNT, AT THE UNIT PRICE STATED IN THE BID.</div></div> <div><div>11</div><div>AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS AND AN ADDITIONAL PERIOD OF APPROXIMATELY FOUR AND ONE HALF MONTHS, NOT TO EXCEED THIRTY SIX (36) MONTHS.</div></div>			

PRICE SHEET		INVITATION TO BID			
NUMBER : 2203970 OPEN DATE : 11/29/05 T-NUMBER :		TIME: 10:00 AM BIDDER:			PAGE 12
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	UNLESS SPECIFIED ELSEWHERE SHIP TO: OFFICE OF STATE BUILDINGS LA SUPREME COURT BLDG. ATTN KERRY MANGIN 400 ROYAL STREET NEW ORLEANS , LA 70112				
00001	COMMODITY CODE: 910-39-000000 JANITORIAL/CUSTODIAL SERVICES AS PER THE ATTACHED SPECIFICATIONS. THIS CONTRACT SHALL BE FOR A PERIOD BEGINNING WITH DATE OF AWARD AND ENDING JUNE 30, 2006. LOUISIANA SUPREME COURT BUILDING 400 ROYAL STREET NEW ORLEANS, LA 70112 APPROXIMATELY SQUARE FOOTAGE: 182,916 CONTACT: KERRY MANGIN PHONE (504) 524-2901	7.5	MO		
00002	COMMODITY CODE: 910-39-000000 CLEANING BODILY WASTES FROM BUILDING SURFACES IN ACCORDANCE WITH REQUIRED SAFETY PRACTICES FOR BLOOD BORNE PATHOGENS. CONTRACTOR SHALL FURNISH KITS FOR EACH CLEANING AND SHALL FURNISH TRAINED STAFF MEMEBER TO CLEAN AREAS. EVERY INSTANCE OF SUCH CLEANING MUST BE COORDINATED THROUGH THE OFFICE OF STATE BUILDINGS REPRESENTATIVE.	1	HOUR		

OFFICE OF STATE BUILDINGS
LOUISIANA SUPREME COURT BLDG.
400 ROYAL STREET
NEW ORLEANS, LOUISIANA 70112

SPECIFICATIONS FOR CUSTODIAL SERVICES
INSTRUCTIONS, CONDITIONS, AND REQUIREMENTS

SECTION

- I. General Conditions
 - 1. Description of Services
 - 2. Contractor Qualifications
 - 3. Supervision
 - 4. Qualifications of Personnel
 - 5. Scheduling Work and Reporting
 - 6. The Role of State Personnel in Contract Administration
 - 7. Security Clearance Requirements/Standards of Conduct
 - 8. Staffing Standards
 - 9. Correspondence
 - 10. Supplies/Equipment
 - 11. Certified Payroll Records
 - 12. Building Information
 - 13. Frequency Schedule/Quality Control
 - 14. Inspections
 - 15. Mandatory Job-Site Visit

The intent of these specifications is to provide for a complete Custodial Service Program. The successful Contractor will be required to provide specified custodial services for a period beginning with date of award and ending 6/30/05.

I. General Conditions

All Contractor personnel are expected to work in a manner which will maintain the security and best interests of the Office of State Buildings, hereafter referred to as the Agency. The agency reserves the right to require the Contractor to dismiss any employees deemed incompetent, careless, insubordinate or otherwise objectionable or any person whose actions are deemed to be contrary to public interests or inconsistent with the best interest of the Agency. The Contractor agrees that during the term of this contract, he and his employees will conduct themselves in a careful and prudent manner and that he will not permit the facility placed at his disposal to be used for purposes other than those specified herein.

The Contractor shall not allow any person under 18 years of age or any person that is not on the Contractor's payroll in the facility at any time.

The Contractor will be directly responsible for any and all damages to the buildings or their contents caused by Contractor employees.

The Contractor will be responsible for compliance with all Agency policies, security measures, and vehicle regulations. Any contractor employee who is found to be in violation of this policy will be subject to immediate dismissal. Although designated storage areas will be provided for storage of contractor's equipment, materials, and supplies, the Agency shall not be responsible or liable for such equipment, materials, or supplies and the security thereof.

The Contractor will procure insurance as per attached insurance requirements, and shall show evidence of such insurance in the form of Certificate(s) of Insurance prior to contract award.

The Contractor will hold and save the Agency, its officers, agents, and employees harmless from liability of any nature or kind including costs and expenses for or any account of any law suit or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract by the Contractor or its agents.

The Contractor is to contract for goods, services, and employment in his firm's name only, and will not implicate the Agency directly or by inference in these transactions. The Contractor is to be in all respects an independent Contractor and none of his employees is to be regarded as employees of the Office of State Buildings. The contract is not to be assigned or transferred by the Contractor to any subcontractor or any other party during the term of the contract unless approval is received by the Office of State Purchasing.

The initial contract period will be for a period of beginning date of award and ending 6/30/05, with the option to renew the contract for two (2) additional one-year periods if both parties are mutually agreeable. The original contract terms and conditions for the additional periods shall however remain the same.

The terms and conditions of this contract cannot be changed, altered, or modified in any way without the advance written approval of the Office of State Purchasing. If, because of reasons beyond the control of the Agency (e.g. fire), business operation in any or all of the facilities is interrupted or stopped, the Agency shall have the right to terminate this contract upon ten (10) days certified written notice without any penalty thereof.

The Contractor shall purchase all licenses necessary for the conduct of these operations and pay all applicable Local, State, and Federal taxes.

1. Description of Services

1.1 Description of Services

The Contractor shall provide all supervision, labor, materials, supplies, and equipment and shall plan, coordinate, schedule, and assure effective performance of all service described herein. The Contractor shall provide all janitorial and related services in accordance with the requirements of this contract.

2. Contractor Qualifications

The Contractor must supply names of at least two (2) facilities where similar services have been successfully performed within the last five (5) years including the telephone numbers, person to contact for references, and approximate square footage, one of which must be a project of approximately two-thirds (2/3) of the footage on which he bids and satisfactorily performed in this facility for a period of not less than two (2) years. The contractor must be an established business having at least three (3) years satisfactory experience in full-service janitorial maintenance.

Each bidder should attach an organization profile of their company, however, must submit prior to award. This description is to include but is not limited to the following information:

- 1) The year the company was formed.
- 2) Total number of years of company janitorial experience.
- 3) Total number of custodial employees employed with the company.
- 4) Total number of businesses (not residential) and/or comparable facilities under contract for janitorial services.
- 5) Total number of custodial employees (full-time and part-time) as well as management personnel bidder intends to utilize for all facilities in this contract.

3. Supervision

3.1 General

The Contractor shall arrange for satisfactory supervision of the contract work. It shall not be considered a responsibility of the Agency.

3.2 Contract Manager

The Contractor shall provide the name, address, and telephone number of the Contract Manager in writing to the Office of State Purchasing, as well as, Building Manager Kerry Mangin at 504-524-2901 at least five (5) working days after request and prior to contract starting date. All calls and pages must be returned within a two hour period. The contract manager is responsible for the management and scheduling of work to be performed under this contract. Any person filling this position must have prior approval. Any change in telephone/beeper numbers must be made available to the agency, as well as, State Purchasing within a twenty-four (24) hour period. Failure to report these changes may result in cancellation of contract.

3.3 On-Site Supervisor

The Contractor shall provide the name, address, and telephone number of the on-site supervisor in writing to the Office of State Purchasing, as well as, Building Manager Kerry Mangin at 504-524-2901 at least five (5) working days after request and prior to the contract date. The term "on-site supervisor" means person designated by the Contractor who has full authority to act on behalf of the Contractor on a day-to-day basis at the work site. Any person filling this position must have prior approval. Any change in telephone/beeper numbers must be made available to the agency, as well as, State

Purchasing within a twenty-four (24) hour period. Failure to report these changes to OSP may result in cancellation of contract. During the initial occupancy period, the on-site supervisor may be designated from the custodial work force provided the specified qualifications are met. Once full-time supervisory activity is warranted, the supervisor will discontinue activities as a custodial worker and devote full attention to contract supervision.

4. Qualifications of Personnel

4.1 Qualifications of the Contract Manager

The Contract Manager shall possess recent satisfactory (within the past five (5) years) experience in the management of custodial type operations of the approximate size building(s) to be cleaned under this contract. A detailed resume containing the information specified below must be submitted to the Office of State Purchasing and Office of State Buildings Ronnie Gilbert Operations Manager for approval within five (5) days after request and prior to the assignment of any contract manager to the contract. Both new and replacement contract managers must meet these qualification standards:

- a. The full name of the proposed Contract Manager.
- b. The detailed description of the previous five (5) years employment history of the proposed Contract Manager.
- c. The name(s) and address(es) of the companies for whom the proposed managers worked for the past five (5) years along with the name(s) and telephone number(s) of his/her immediate supervisor.

4.2 Qualifications of Supervisory Employees (On-Site Supervision)

All supervisory personnel engaged in directing work to be accomplished under this contract shall possess recent satisfactory experience (within the past five (5) years) in directing cleaning type operations in a supervisory capacity for buildings of the approximate size of the building(s) to be cleaned under this contract.

A detailed resume containing the information specified below must be submitted to the Office of State Purchasing and Office of State Buildings Operations Manager (Ronnie Gilbert) and/or Assistant Operations Manager (John Young) for approval within five (5) days after request and prior to the assignment of any supervisors to the contract. Both new and replacement supervisors must meet these qualification standards:

- a. The full name of the supervisor.
- b. A detailed description of the previous five (5) years employment history of the proposed supervisor.
- c. The name(s) and address(es) of the companies for whom the proposed supervisor worked for the past five (5) years along with the name(s) and telephone number(s) of his/her immediate supervisor.

4.3 Qualifications of Other Contract Personnel

The personnel employed by the Contractor shall be capable employees, qualified in custodial type work. The building shall be staffed beginning the first day of work under the contract, which is projected to begin on date of award. The staff shall be trained and experienced cleaning personnel who will exhibit the capability of operating with a minimum of supervision, and all personnel will receive close and continuing first-line supervision by the Contractor. Any non-compliance with terms of qualification will be cause for removal from the building.

5. Scheduling Work and Reporting

- 5.1 The Contractor shall submit to the Building Manager Kerry Mangin at 504-524-2901 a weekly work report of the jobs performed for comparison with the scheduled requirements. The report shall include all periodic work performed. Such reports will specify the location where work has been completed, for example; that rooms have been stripped and refinished; that rooms have been damp mopped and spray buffed, etc. The Building Manager Kerry Mangin at 504-524-2901 will examine the Contractor's work on a daily basis.
- 5.2 The Contractor shall establish a complete daily quality control program to assure the requirements of the contract are provided as specified. Within five (5) working days prior to the starting date of the contract or within time agreed upon between agency contact and contractor, the Contractor shall submit a copy of his program to the Building Manager Kerry Mangin at 504-524-2901. The program shall include, but not be limited to the following:
 - a. An inspection system covering all the services stated in the Frequency Schedule Quality Control of this contract. A checklist used in inspecting contract performance during regularly scheduled or unscheduled inspections. The name(s) of the individual(s) who will perform the inspection.
 - b. The checklist shall include every area of the operations serviced by the Contractor as well as every task required to be performed.
 - c. A system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable and/or the State's inspectors point out the deficiencies.
 - d. A file of all inspections conducted by the Contractor and the corrective action taken. This documentation shall be made available to the Agency during the term of the contract.

6. The Role of Office of State Buildings in Contract Administration

The Building Manager Kerry Mangin at 504-524-2901 has the responsibility of determining the adequacy of performance by the Contractor in accordance with the terms and conditions of this contract; acting as the Agency's representative in charge of work at the site; ensuring compliance with contract requirements insofar as the work is concerned; and advising the Office of State Buildings of any factors which may cause delay in performance of the work.

He/she is also responsible for the day-to-day inspecting and monitoring of the Contractor's work. The responsibilities include, but are not limited to, inspecting the work to ensure compliance with the contract requirements; documenting through written inspection reports the results of all inspections conducted; following through to assure that all defects or omissions are corrected; conferring with representative of the Contractor regarding any problems encountered in the performance of the work and generally assisting the Building Manager Kerry Mangin at 504-524-2901 in carrying out his responsibilities.

6.1 Inspection of Services

All services, which include services performed, material furnished or utilized in the performance of services, and workmanship in the performance of services, shall be subject to inspection and test by the Agency to the extent practicable, at all times and placed during the term of the contract. All inspections by the Agency shall be made in such a manner as not to unduly delay the work.

If any services are not in conformity with the requirements of the contract, the Agency shall have the right to take necessary steps to perform the services in conformity with the requirements of the contract as outlined in Section 14 C.

7. Security Clearance Requirements/Standards of Conduct

7.1 Security Clearance Requirements

The State reserves the right to request drug testing/screening at no additional cost to the state for all janitorial/custodial employees by a certified laboratory of drug testing for each employee, (certified according to Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines). The report shall identify the drugs/metabolites tested for, whether positive or negative. The report shall also indicate the date and time of specimen collection, the date received by the laboratory and the date and time reported. Drug testing must include testing for the presence of marijuana, opiates, cocaine, amphetamine/meth-amphetamine and phencyclidine (PCP).

The state reserves the right to request additional drug screens for janitorial staff for reasonable cause. Any janitorial staff who test positive on any drug screen(s) shall be immediately dismissed.

If at any time a change in personnel is made the contractor must provide State Purchasing, as well as, the Building Manager Kerry Mangin at 504-524-2901 the information on new employee(s) before they may begin work. The contractor shall be responsible for having a pool of at least two (2) additional employees that have been drug tested for the sole purpose of emergencies that may occur, and /or replacement of janitorial staff. (as addressed in 8.5)

Contractor is to be responsible for all keys issued. Keys are not to be left in doors and Contractor is not to admit anyone to offices while work is in progress unless advised by the agency contact representative. All doors are to be closed, locked and checked before leaving the building. In the event of key loss, Contractor will reimburse agency for replacement or corrective measures, to include re-keying of affected locations.

7.2 Standards of Conduct

Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. The Contractor is also responsible for ensuring that his employees do not disturb papers on desks, open desk drawers or cabinets, or use agency telephones, copy machines, materials or supplies except as authorized. All contract employees will be required to enter and leave the premises coordinated with the Building Manager Kerry Mangin at 504-524-2901. All employee packages or other items brought into or out of the facility will be subject to search.

8. Staffing Standards

8.1 Minimum Standards

The Contractor shall provide staffing to meet or exceed the following "minimum staffing standards". These standards are "minimum" levels of staffing. The Contractor is responsible for using additional staff if necessary to accomplish the contract requirements, and shall do so at no additional cost to the Agency.

Full Time Staff Required: Supervisor, Custodians

The basic "full-time staff" is identified as **40-hours per week, excluding lunch time, travel time, etc.**

However the Contractor is responsible for making levels over and above the minimums described in order to comply with the Standards by the Contract Documents.

8.2 Working Hours

Specified Daily Services All Building Days: All work shall be completed and ready for inspection by Building Manger Kerry Mangin at 504-524-2901 and by 6:30 a.m. until 5:00 p.m. daily.

8.3 Contract Manager

The Contract Manager shall be the liaison between the Contractor and the Agency. The duties of the Contract Manager include but are not limited to work schedules, employee records, reports and other correspondence to the campus, key security/issuance/collection, response to complaints, employee behavior/discipline, materials inventory control, and other duties.

The Contractor shall furnish this person with a paging device or answering service number so that he/she may be contacted by the Office of State Buildings and Building Managers 24 hours per day by telephone or pager. All calls/pages must be returned within a two hour period. Any change in telephone/beeper numbers must be made available to the agency, as well as, State Purchasing within a twenty-four (24) hour period. Failure to report these changes may result in cancellation of contract.

8.4 Absenteeism

The Contractor shall provide relief personnel as necessary to ensure that each assignment is performed daily per contract specifications regardless of employee absenteeism.

8.5 Work Hours

The Contractor's personnel should normally be employed on a **full eight-hour assignment**. However, unless otherwise directed in writing by the Office of State Buildings, the Contractor may increase the number of employees during **any eight-hour shift**; provided that they will furnish at least minimum personnel hours required, and further, that approval may be granted for an assignment of an employee if warranted by occupancy level. The specified minimum of personnel hours of work and supervision which shall actually be performed by the Contractor's personnel or the personnel of the subcontractor in connection with this contract is as noted in "Staffing Standards".

8.6 Employee Records

The Contractor shall keep the records identified below for each employee performing the work described in the contract:

- a. Name
- b. Work Classification or Classifications
- c. Bi-Weekly Hours Worked

The Contractor shall furnish a certified copy of such records to the Building Manager Kerry Mangin at 504-524-2901 at the end of each two-week period.

8.7 Principal Custodial Supervisor

The Contractor is to designate one employee on each shift worked as the principal custodial supervisor for that shift with full responsibility for directing the entire custodial crew working on his/her shift. Each principal supervisor is to be authorized to act for the Contractor in every detail; this person may also act as the on-site supervisor until such time as occupancy levels warrant full-time positions.

9. Correspondence

The Contractor or his designated officers shall respond to all inquiries, complaints, and other written correspondence from Agency personnel within a 7 day period. (See Section 14 C). Correspondence shall be on the Contractor's official stationery.

10. Supplies/Equipment

10.1 Furnished by the Agency

- a. Electrical power at existing outlets for the Contractor to operate such equipment as is necessary in the conduct of his work.
- b. Hot and cold water as necessary.
- c. Space in the various buildings for the storage of an inventory of supplies and equipment which will be used in the performance of the work under the contract. The Agency will not be responsible in any way for damage or loss to the Contractor's supplies, materials, replacement parts, or equipment

10.2 Furnished By the Contractor

- a. The Contractor shall furnish all supplies and materials necessary for the performance of the work of this contract unless otherwise specified herein. Should the contractor not furnish the proper supplies or adequate quantity, the State will make a one-time purchase of the needed supplies and charge them against the contractors invoice at the State's cost plus twenty percent (20%). If the contractor does not provide proper supplies after this action, then the contractor will be in danger of default.
- b. The Contractor shall provide the following products to be stocked in various dispensers:
 1. Paper Towels
 2. Toilet Tissue
 3. Toilet Seat Covers (At the Discretion of the Agency)
 4. Plastic Trash Can liners to line agency trash cans
 5. Contractor shall provide his own liners for trash collection
 6. Hand Soap
 7. Air Fresheners (Refills for existing dispensers)

Floor machines will be furnished by the Contractor in the performance of duties required by this contract. The Contractor will be responsible for all maintenance and repair costs necessary to keep these items in proper working conditions, and for any cost necessary to repair damage to the equipment due to misuse, abuse, or neglect by his employee. Should any machine become unserviceable during the contract period, the Contractor shall furnish at his expense the equipment necessary to comply with the provisions of these specifications.

Specifications of materials supplied by the Contractor shall be of a quality to conform with those on "State Contract" such as Johnson's Wax Products as follows:

1. Johnson's Floor Wax Products - "Pronto", "Plaza", "Showplace", "Technique"
2. Floor Sealer

3. Floor Stripper - Johnson's Products "Freedom"

Five (5) working days after request and prior to the starting date of the contract, the Contractor shall submit to the Building Manager Kerry Mangin at 504-524-2901 a list giving the name and intended use of each of the materials he proposes to use in the performance of the work, and he shall not use any material which the agency determines would be unsuitable for the purpose or harmful to the surfaces to which it is to be applied. The agency reserves the right and sole discretion to reject any material which does not meet the specifications or proves to be unequal to the Johnson's products specified above.

The Contractor will be responsible for furnishing the Agency with all Material Safety Data Sheets applicable to the products and chemicals being furnished by him under this contract. Any material which the agency suspects of not meeting State specifications shall be tested by a recognized testing laboratory at the Contractor's expense. A copy of the laboratory report giving the results of the test and a sample of each product, if requested, shall be submitted to the agency prior to the starting date of the contract. These products shall meet the requirements established by applicable Federal and State laws or be considered unacceptable for use.

- a. Any material which the agency suspects of not meeting State specifications shall be tested by a recognized testing laboratory at the Contractor's expense. A copy of the laboratory report giving the results of the test and a sample of each product, if requested, shall be submitted to the agency prior to the starting date of the contract. These products shall meet the requirements established by applicable Federal and State laws or be considered unacceptable for use.
- b. All necessary cleaning equipment, including power driven floor scrubbing machines, waxing and polishing machines, industrial-type vacuum cleaners, and all necessary motor trucks, etc., needed for the performance of the work shall be furnished by the Contractor. Such equipment shall be of the size and type customarily used in work of this kind and shall meet the approval of the agency. Failure to provide adequate equipment may be cause to terminate the contract. The Contractor will be responsible for all maintenance and repair costs necessary to keep their equipment in proper working condition, and for any cost necessary to repair damage to the equipment due to misuse, abuse, or neglect by his employees. Should any machine become unserviceable during the contract period, the Contractor shall furnish at his expense the equipment necessary to comply with the provisions of these specifications.
- c. The Contractor and/or his employees are responsible for obtaining parking permits for all vehicles to be parked at the facility.
- d. The Contractor shall be responsible for maintaining the sanitary napkin/tampon waste receptacles owned by agency in operable conditions.

The agency will not be responsible for theft.

The contractor must furnish the Building Manager with a listing of all the equipment delivered to the building so that the agency may conduct an inventory. The purpose of the inventory is to ensure that all equipment is in operating condition and that the quantity and quality agreed upon at the award of the contract is the same.

The contractor shall accompany the designated person conducting the inventory. It is the responsibility of the contractor to provide only those items approved at the beginning of the contract. Further, all equipment shall be operative at all times.

Any inoperative equipment shall be repaired and/or replaced within a twenty-four hour (24 hour) period.

Contractor must notify the agency contact of any changes in their equipment for the duration of the contract.

11. **Certified Payroll Records**

Upon request in writing by the agency, the Contractor shall within five (5) working days furnish a certified copy of the latest payroll period prior to the date of said request. This record shall reflect payments for all the Contractor's employees working under this contract during the payroll period. The State may request copies on any or all such payrolls during the life of this contract.

12. **Building Information**

The following is a list of the buildings to be serviced by the Contractor and included are the appropriate custodial square footages for those buildings. The square footage figures are listed for bidder convenience and no guarantees are made concerning their accuracy. The Contractor is responsible for verifying the size and condition of all facilities.

Louisiana Supreme Court Building 182,916 sqf.

An area shall be designated for storage of the Contractor's equipment, materials and supplies, but the Agency shall not be responsible or liable for such equipment, materials, or supplies and the security thereof

Contractor shall seek, in writing, the advance written approval of Office of State Purchasing regarding any change, modification or alteration of the contract.

The Building Manager Kerry Mangin at New Orleans 504-524-2901 is to, at all times, have access to work when it is in progress.

The Agency shall recognize the following unpaid holidays during the contract term. The Contractor shall not be responsible for having any personnel in the facility on these holidays: Independence Day, Labor Day, Thanksgiving Day and Day After, Christmas Day, New Year's Eve and New Year's Day, Mardi Gras Day, and Good Friday.

Services shall be performed **Monday through Friday, five (5) days per week.**

The Contractor is responsible for cleaning and servicing all interior space of the above buildings with the following exceptions, which will be the responsibility of the Agency personnel to maintain:

- a. All mechanical rooms, heater rooms, fan rooms, electrical rooms, etc.
- b. The inside of cabinets, cupboards, drawers, etc.

13. **Frequency Schedule/Quality Control**

Contractor shall provide, in writing, a calendar schedule of the exact day or date(s) all weekly, monthly, semi-annual and annual services shall be performed or commenced for the entire contract term. Schedule should be provided within one week of startup or within time agreed upon agency contact and contractor.

14. **Inspections**

- A. In order to monitor the quality of work performed by the Contractor, the Contract manager and **Building Manager, Operations Manager or Assistant Operations Manager** shall conduct random inspections on all areas cleaned commencing at The intent of this contract is to receive acceptable, quality, complete, and uniform custodial services throughout each building or area on a daily basis. The agency representative will choose the area(s) to be inspected, the days of inspection, and the number of inspections to be performed.

- B. Rating System: There are four (4) grades of quality considered for each element. "excellent", "good", "fair", and "poor". The grade of excellent (10 points) signifies that the quality of work or services is as good or better than the required standard. "Good" (8 points) signifies that the quality of work or service in the particular element is similar to set the quality control standard required and is acceptable. "Fair" (6 points) indicates that the set quality is below the standard required and needs improvement. Finally, the grade "poor" (4 points) indicates the quality of work is unacceptable. The specifications state that the Contractor shall keep the grades at or above "good" (8 points) in all elements on a daily basis. The standard has been predetermined and entered for each element, as noted in contract section. "Frequency Schedule/Quality Control".

A Quality Control Form will be prepared by the agency representative during the inspection routine noted above. Copies of the report will be distributed as follows: **Building Manager, Operations Manager or Assistant Operations Manager.**

- C. Basis and Method for Deductions for Unsatisfactory Daily Performance: If services are not in conformity or not performed with the requirements of the Contract, the Agency shall use the following guidelines in adjusting the contractor's invoice:
Start up time not to exceed a one week period.

First Occurrence – Verbal warning. Require the Contractor to immediately perform the services in accordance with the Contract

Second Occurrence – Written Documentation (Deficiency Complaint Form) submitted from the Agency to State Purchasing.

Third Occurrence – Written documentation and deduction of 1/60th of monthly invoice amount for each job incomplete or not in conformity.

Fourth Occurrence – Written Documentation and deduction of 1/30th of monthly invoice amount for each job incomplete or not in conformity.

Note: On all written notices, State Purchasing shall notify contractor of reported performance issue(s) submitted by agency. Contractor has seven (7) days, from the date of notice, to respond to the reported performance issue(s), in writing to State Purchasing. Contractor's failure to respond to agency's initial notice of deficiencies in performance, or failure to respond to State Purchasing's notice of performance issues within the required number of days specified in each notice may constitute ground for contract termination.

If there are services not performed or completed due to a "no show" of the on-site supervisor, reductions will be based on the number of hours normally worked or the number of hours absent times the on-site supervisor's hourly rate.

The agency and the on-site supervisor/contract manager/contractor shall review invoices(s) and any reductions must be approved by State Purchasing prior to any withholdings of payment(s). Should the contractor's invoice not include any/all necessary reductions, the invoice shall be reduced by the amount of the non-included reductions and processed for payment. The contractor shall be notified of the reduction(s) made and supplies with copies of documentation supporting those reductions. Agency will notify State Purchasing once a chronic or non-remedied issue is recognized. Agency shall submit to Purchasing written documentation of non-performance issues and any attempts made by agency or contractor to resolve the performance issue(s). Copies of all supporting documentation must always be forwarded to State Purchasing.

Repeat incidents of unsatisfactory cleaning performance, shortage of hours, or failure to comply with other terms of the contract will result in a recommendation for termination for default by State Purchasing.

Also, if the contractor received two (2) or more reductions, within any thirty (30) work day period or a total of fifteen (15) reductions during a twelve (12) month period, the contract may be automatically terminated for default.

GENERAL SPECIFICATIONS

A MANDATORY JOBSITE VISIT WILL BE HELD ON THE FOLLOWING DATE. ALL PROSPECTIVE BIDDERS MUST ATTEND.

Date: November 16, 2005 Time: 10:00 AM

**Location: Louisiana Supreme Court Building
400 Royal Street
New Orleans, LA 70112**

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